

September 6, 2016

HARRIS BEACH ^{PLC}
ATTORNEYS AT LAW

99 GARNSEY ROAD
PITTSFORD, NY 14534
(585) 419-8800

RUSSELL E. GAENZLE

DIRECT: (585) 419-8718
FAX: (585) 419-8816
RGAENZLE@HARRISBEACH.COM

TO ALL ON THE ATTACHED DISTRIBUTION LIST:

Re: Orange County Industrial Development Agency ("OCIDA")
Matrix Newburgh I, LLC Project
1901 Corporate Drive in the Town of Newburgh, Orange County, NY
(Tax Map Nos.: 95-1-69.25 & 95-1-3.12)

Ladies and Gentlemen:

Enclosed herewith please find a copy of the Tax Agreement and the Application for Real Property Tax Exemption with respect to the above-captioned matter.

Very truly yours,


Russell E. Gaenzle

REG/lap
Enclosures

cc: Laurie Villasuso, OCIDA
Donald Epstein
Jonathan Nye, Esq.

DISTRIBUTION LIST

Honorable Steven M. Neuhaus
Orange County Executive
40 Matthews Street
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #:
7016 0750 0000 1800 0564

Mr. Gil Piaquadio, Town Supervisor
Town of Newburgh
1496 Route 300
Newburgh, New York 12550
CERTIFIED MAIL RECEIPT #
7016 0750 0000 1800 0588

Ms. Molly Carhart, Assessor
Town of Newburgh
1496 Route 300
Newburgh, New York 12550
CERTIFIED MAIL RECEIPT #
7016 0750 0000 1817 5002

Mr. John I. McCarey
Real Property Tax Service
124 Main Street
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #:
7016 0750 0000 1800 0571

Mr. Roberto Padilla, Superintendent
Newburgh Enlarged City School District
124 Grand Street
Newburgh, New York 12550
CERTIFIED MAIL RECEIPT #
7016 0750 0000 1800 0595

Ms. Mineo, President, BOE
Newburgh Enlarged City School District
124 Grand Street
Newburgh, New York 12550
CERTIFIED MAIL RECEIPT #
7016 0750 0000 1799 7513

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

MATRIX NEWBURGH I, LLC

TAX AGREEMENT

Dated as of June 1, 2016

Affected Tax Jurisdictions:
Orange County
Town of Newburgh
Newburgh Central School District

TAX AGREEMENT

THIS TAX AGREEMENT, dated as of the 1st day of June, 2016 (the "Tax Agreement"), is by and between the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its registered offices located at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency") and **MATRIX NEWBURGH I, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New Jersey and duly authorized to conduct business under the laws of the State of New York with offices at 3 Centre Drive, Monroe Township, New Jersey 08831 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 390 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York (the "State"); and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of (i) the acquisition by the Agency of a leasehold or other interest in an aggregate approximately 69±-acre parcel of land, presently identified as Town of Newburgh Tax Map Parcels 95-1-69.25 and 95-1-3.12, located at 1901 Corporate Boulevard in the Town of Newburgh, Orange County, New York (collectively, the "Land"); (ii) the construction on the Land of an approximately 565,000 square-foot building of which 317,000 square feet will be leased to a pharmaceutical distributor and utilized as a modern distribution center with automated pharmaceutical distribution technology, and the remaining 248,000 square feet will remain unoccupied for spec space for future development (collectively, the "Improvements"); and (iii) the acquisition and installation in, on and around the Improvements of certain items of equipment and other tangible personal property (collectively, the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in order to induce the Company to acquire, construct and equip the Facility, the Agency is willing to take title to or a leasehold interest in the Land, Improvements and personal property constituting the Facility pursuant to the terms and conditions of a certain Lease Agreement, dated as of the date hereof (the "Lease Agreement"), and lease said Land, Improvements and personal property back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of the date hereof (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for

the benefit of Orange County (the "County"), the Town of Newburgh (the "Town") and the Newburgh Central School District (the "School District" and, collectively with the County and the Town, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the taxable status date (**March 1, 2017**) (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes commencing with the **2018** County and Town calendar tax year and the **2017/2018** School District fiscal tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, Town and School District. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due; provided, however, that the portion of the Total Tax Payment payable pursuant to Section 1.1(B) of this Tax Agreement to an Affected Tax Jurisdiction shall be reduced by the amount of any Real Estate Taxes paid to such Affected Tax Jurisdiction for the relevant calendar or fiscal year. In the event of such denial, the Agency will, at the sole cost of the Company, reasonably cooperate with the Company to challenge such denial. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results from the failure of the Agency to file the Exemption Application with the appropriate assessors by the Taxable Status Date or to cooperate with the Company in challenging the denial of such Exemption Application pursuant to Articles Five and Seven of the Real Property Tax Law.

B. Agreement to Make Payments. The parties agree and acknowledge that payments made under this Tax Agreement are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are exempt from real property taxation. The Company shall pay annually to each Affected Tax Jurisdiction as a payment in lieu of taxes (i) on or before September 30 of each calendar year for School District purposes and (ii) on or before January 31 of each calendar year for County and Town purposes; an amount equal to the Total Tax Payment due such Affected Tax Jurisdiction (as more fully described herein and as set forth on **Schedule A** and **Schedule B** attached hereto). For purposes of this Tax Agreement, the "Total Tax Payment" due an Affected Tax Jurisdiction for each year shall be equal to the sum of the Company Space Tax Payment and

the Unoccupied Space Tax Payment due such Affected Tax Jurisdiction for such year, as those terms are hereinafter defined. The first Total Tax Payment for School District purposes shall be due on **September 30, 2017**, and the Total Tax Payments for Town and County purposes shall be due on **January 31, 2018**. Total Tax Payments shall thereafter be due on each September 30 and January 31 of each year subject to this Tax Agreement. The parties acknowledge and agree that it is the intent to provide the Company with a full ten (10) year period of abatements hereunder. In the event that completion of construction of the Facility is reasonably delayed such that the Company desires to delay commencement of the abatements provided hereunder, the parties agree to amend this Tax Agreement (and all related documents), at the sole cost of the Company, in order to delay commencement of such abatements.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation; provided, however, that nothing in this Section 1.2 shall be deemed to create any obligation of the Company to make payments in lieu of taxes other than directly to the Affected Tax Jurisdictions as provided in Section 1.1(B) hereof.

1.3 Tax Rates. For purposes of determining the allocation of the Total Tax Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, Town and special district purposes, the tax rates used to determine the allocation of the Total Tax Payment shall be the tax rates relating to the calendar year which includes the Tax Payment due date. For School District purposes, the tax rates used to determine the Tax Payment shall be the rates relating to the School District year which includes the Tax Payment due date.

1.4 Valuation of Future Additions to the Facility. If there shall be a future addition to the Facility constructed or added in any manner after the date of this Tax Agreement, other than the Company Space and the Unoccupied Space as defined in Schedules A and B hereof, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total Tax Payments. The Agency shall notify the Company of any proposed increase in the Total Tax Payments related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Assessor, then the Company shall be entitled to exercise the same rights to challenge such determination it would have under the Real Property Tax Law if it were the owner of the Facility and not the Agency. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Total Tax Payments until a different Total Tax Payment shall be established. If, as a result of a reduction in an assessment of the Facility, a lesser Total Tax Payment would have been required under this Tax Agreement, then the Total Tax Payment shall be re-computed and any excess

payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax Payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the **2017/2018** School District fiscal tax year through the **2026/2027** School District fiscal tax year and (ii) the **2018** County and Town calendar tax year through the **2027** County and Town calendar tax year. This Tax Agreement shall expire on **December 31, 2027**; provided, however, the Company shall pay the **2027/2028** School District tax bills and the **2028** County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Tax Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of years elapsed under the Leaseback Agreement), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I hereof, or this Tax Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment and Assessment Challenges.

4.1 The Company shall have all of the rights and remedies under the Real Property Tax Law as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all

appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any payment in lieu of taxes provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Tax Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of receipt of written notice of delinquency of any such payment (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I hereof are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I hereof, if said payment is not received by the Delinquency Date defined in Section 6.1 hereof, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late

payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section VII - Assignment.

7.1 No portion of any interest in this Tax Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section VIII - Miscellaneous.

8.1 This Tax Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency:

Orange County Industrial Development Agency
Orange County Business Accelerator
4 Crotty Lane, Suite 100
New Windsor, New York 12553
Attn: Executive Director

With Copy To:

Kevin T. Dowd, Esq.
Attorney - Orange County IDA
46 Daisy Lane
Montgomery, New York 12549

And To:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

To the Company:

Matrix Newburgh I, LLC
c/o Matrix Development Group
3 Centre Drive
Monroe Township, NJ 08831
Attn.: Donald M. Epstein, Manager

With Copy To:

Whiteman Osterman & Hanna LLP
One Commerce Plaza
Albany, New York 12260
Attn.: David R. Everett, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This Tax Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the courts of New York State located in Orange County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. None of the members of the Agency nor any person executing this Tax Agreement on its behalf shall be liable personally under this Tax Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Tax Agreement.

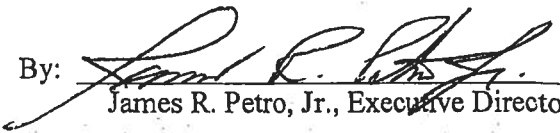
[Remainder of Page Intentionally Left Blank]

[Signature Page to Tax Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Tax Agreement as of the day and year first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____


James R. Petro, Jr., Executive Director

MATRIX NEWBURGH I, LLC

By: _____

Donald M. Epstein, Manager

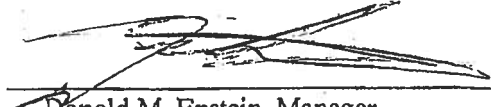
[Signature Page to Tax Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Tax Agreement as of the day and year first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
James R. Petro, Jr., Executive Director

MATRIX NEWBURGH I, LLC

By: _____

Donald M. Epstein, Manager

SCHEDULE A
TO
TAX AGREEMENT DATED AS OF JUNE 1, 2016
BY AND BETWEEN THE
ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MATRIX NEWBURGH I, LLC

The portion ("Company Space Tax Payment") of the Total Tax Payment payable with respect to the portion of the Facility comprising approximately 317,000 square feet of space occupied by the Company (the "Company Space") shall be calculated for each year subject to this Tax Agreement as follows:

<u>Tax Year</u>	<u>County and Town Tax Year</u>	<u>School Tax Year</u>	<u>Company Space Valuation</u>
Year 1	2018	2017/2018	Base Valuation, plus ((60% of Added Value) x .00)
Year 2	2019	2018/2019	Base Valuation, plus ((60% of Added Value) x .10)
Year 3	2020	2019/2020	Base Valuation, plus ((60% of Added Value) x .20)
Year 4	2021	2020/2021	Base Valuation, plus ((60% of Added Value) x .30)
Year 5	2022	2021/2022	Base Valuation, plus ((60% of Added Value) x .40)
Year 6	2023	2022/2023	Base Valuation, plus ((60% of Added Value) x .50)
Year 7	2024	2023/2024	Base Valuation, plus ((60% of Added Value) x .60)
Year 8	2025	2024/2025	Base Valuation, plus ((60% of Added Value) x .70)
Year 9	2026	2025/2026	Base Valuation, plus ((60% of Added Value) x .80)
Year 10	2027	2026/2027	Base Valuation, plus ((60% of Added Value) x .90)

For purposes of the calculation of the Company Space Tax Payment, the "Base Valuation" shall be equal to the assessed value of the Land and Existing Improvements before the completion of any Project improvements (the "Project Improvements"). During the term of this Tax Agreement, the Base Valuation shall be adjusted annually by the percentage change in the level of assessed valuation in all taxable real property in the Town of Newburgh, Orange County, New York, as of the respective tax status date for the tax year for which the recalculation is being made. The "Added Value" for purposes of this Tax Agreement shall be the assessed value of the Project Improvements. For purposes of the calculation of the Company

Space Tax Payment, 60% of the Added Value shall be multiplied by the applicable Abatement Factor. The Abatement Factor shall be 0% in Year 1, 10% in Year 2, and then increase in 10% increments until Year 10, at which time it will be 90%.

The Company Space Valuation for each year subject to this Tax Agreement shall be equal to the sum of the Base Valuation for such year and sixty percent (60%) of the Added Value, as such portion of the Added Value is adjusted by the applicable Abatement Factor. The Company Space Tax Payment shall then be determined by multiplying the Company Space Valuation by the respective tax rate for each Affected Tax Jurisdiction applicable to each Tax Year. After the tenth Tax Year, the Project Facility shall be subject to full taxation by the Affected Tax Jurisdictions.

For purposes of clarity:

- Company Space Valuation = Base Valuation + (60% of Added Value x Abatement Factor).
- Company Space Tax Payment = Company Space Valuation x Tax Rate.

SCHEDULE B
TO
TAX AGREEMENT DATED AS OF JUNE 1, 2016
BY AND BETWEEN THE
ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND MATRIX NEWBURGH I, LLC

The portion ("Unoccupied Space Tax Payment") of the Total Tax Payment payable with respect to the portion of the Facility comprising approximately 248,000 square feet of unoccupied space (the "Unoccupied Space") shall be calculated for each year subject to this Tax Agreement as follows:

<u>Tax Year</u>	<u>County and Town Tax Year</u>	<u>School Tax Year</u>	<u>Unoccupied Space Valuation</u>
Year 1	2018	2017/2018	40% of Added Value x .50
Year 2	2019	2018/2019	40% of Added Value x .55
Year 3	2020	2019/2020	40% of Added Value x .60
Year 4	2021	2020/2021	40% of Added Value x .65
Year 5	2022	2021/2022	40% of Added Value x .70
Year 6	2023	2022/2023	40% of Added Value x .75
Year 7	2024	2023/2024	40% of Added Value x .80
Year 8	2025	2024/2025	40% of Added Value x .85
Year 9	2026	2025/2026	40% of Added Value x .90
Year 10	2027	2026/2027	40% of Added Value x .95

The Unoccupied Space Valuation shall be forty percent (40%) of the Added Value of the Project Improvements as adjusted by the applicable Abatement Factor. The Abatement Factor shall be 50% in Year 1, 55% in Year 2, and then increase in 5% increments until Year 10, at which time it will be 95%. The Unoccupied Space Tax Payment due each Affected Tax Jurisdiction shall then be determined by multiplying the Unoccupied Space Valuation by the respective tax rate for each Affected Tax Jurisdiction applicable to each Tax Year.



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Orange County Industrial Development Agency
Street 4 Crotty Lane, Suite 100
City New Windsor, New York 12553
Telephone no. Day (845) 234-4192
Evening ()
Contact James R. Petro, Jr.
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Matrix Newburgh I, LLC
Street 3 Centre Drive
City Monroe Township, New Jersey 08831
Telephone no. Day (732) 521-2900
Evening ()
Contact Donald M. Epstein
Title Manager

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year)
95-1-69.25 & 95-1-3.12
- b. Street address
1901 Corporate Boulevard
- c. City, Town or Village Newburgh (Town)

- d. School District Newburgh CSD
- e. County Orange
- f. Current assessment
- g. Deed to IDA (date recorded; liber and page)
Lease Agreement, a memorandum of which was recorded on or about September 7, 2016.

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) construction of an approx. 565,000 sq. ft. building, of which 317,000 sq. ft. will be used by pharmaceutical distributor, the remaining 248,000 sq. ft. as spec space. future development
- b. Type of construction
- c. Square footage approx. 565,000
- d. Total cost approx. \$72,036,976
- e. Date construction commenced Spring/Summer 2016
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
December 31, 2027

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment See Attached Tax Agreement
- b. Projected expiration date of agreement December 31, 2027

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Orange</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Newburgh</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____		
School District <u>Newburgh CSD</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Matrix Newburgh I, LLC
 Title _____
 Address 3 Centre Drive
Monroe Township, New Jersey 08831

e. Is the IDA the owner of the property? Yes ☒ No (circle one)
 If "No" identify owner and explain IDA rights or interest in an attached statement. The IDA has a leasehold interest in the property.

Telephone 732-521-2900

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes ☒ No

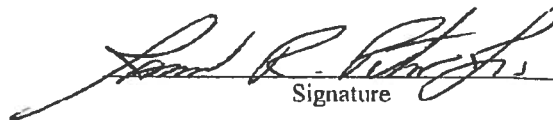
If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption Section 874 of NYS GML assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 9/6/16 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, James R. Petro, Jr., Executive Director of Orange County Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

8/30/16
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

 Date

 Assessor's signature